



**Department of Energy**  
Richland Operations Office  
P.O. Box 550  
Richland, Washington 99352

02-PRO-0913

**JUN 18 2002**

Mr. E. K. Thomson, President  
Fluor Hanford, Inc.  
Richland, Washington 99352


Dear Mr. Thomson:

CONTRACT NO. DE-AC06-96RL13200 – CONTRACT MODIFICATION M152, UPDATED  
APPENDIX C, AND OTHER REVISIONS

Enclosed for your files is a fully executed signed original of Contract Modification M152.

This modification incorporates updates to Section J, Appendix C, DOE Directives, and changes  
contract language in Sections F and H. Should you have any questions, please contact me at  
(509) 376-2031.

Sincerely,

  
Alan E. Hopko  
Contracting Officer

PRO:AEH

Enclosure

cc w/encl:  
J. L. Jacobsen, FHI

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 3
2. AMENDMENT/MODIFICATION NO. <b>M152</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Richland Operations Office 825 Jadwin Avenue, MSIN A7-80 Richland, WA 99352	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Fluor Hanford, Inc. 2420 Stevens Center PO Box 1000 Richland, WA 99352			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC06-96RL13200</b> <input type="checkbox"/> 10B. DATED (SEE ITEM 13) <b>08/06/96</b>	
CODE			FACILITY CODE	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A \$0.00

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual Agreement</b>
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification makes the changes listed on pages 2 through 3.



LEGAL

10/6/19

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>E. Keith Thomson</b> <b>President and Chief Executive Officer</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Alan E. Hopko</b> <b>Contract Specialist</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED <b>6/13/02</b>
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED <b>06/18/02</b>

This Modification incorporates revised Subcontracting Plan for 2002, updates contract Section J Appendix C, makes revisions to Section F.4, Reporting Requirements Listing, and adds revised clauses H-5 Responsible Corporate Official, H-7 Guarantee of Performance, H-18 Subcontractor Environment, Safety, Quality, and Health Requirements, and H-47 Worker's Compensation.

A. Section F

1. Section F.4 paragraph E, page F-4, delete these reports:

"Summary of Fire and Other Property Damage Experience",  
"DIMS Report",  
"Outlay Estimates by Appropriation Report"  
"Indirect Cost Management Status Report"

(Deletion of the "DIMS Report" was directed in RL Letter 02-SEB-RCC-011, dated December 14, 2001. Deletion of the "Outlay Estimates by Appropriation Report" was directed in RL Letter 01-BUD-062, dated March 20, 2001.)

Due to the above deletions, information on the former page F-4 is now included on page F-3. Replacement page F-3 incorporating these changes is attached.

B. Section H

1. The individual and company name in Clause H-5 Responsible Corporate Official on page H-6 are updated to reflect recent Fluor Corporate changes.
2. The language in Clause H-7 Guarantee of Performance on page H-6 is also updated to include the date of the Performance Guarantee Agreement
3. The language in Clause H-18 Subcontractor Environment, Safety, Quality, and Health Requirements on pages H-16 to H-17 is updated.
4. The language in Clause H-47 Workers' Compensation on page H-42 is updated.  
Replacement pages H-6, H-16, H-17 and H-42, respectively, attached to this modification incorporates these changes.

C. Contract Section J:

1. In Appendix C, DOE Directives, the following changes are made:

(NOTE: It is understood when DOE Directives are deleted from Section J, Appendix C, they are also deleted as a requirement when referenced in any other Section of the PHMC).

Deleted:

CRD O 425.1A	Startup and Restart of Nuclear Facilities
CRD O 474.1	Control and Accountability of Nuclear Materials
CRD O 481.1	Work for Others (Non Department of Energy Funded Work)
CRD O 534.1	Accounting
DOE O 4330.4B	Maintenance Management Program
DOE 5480.21	Unreviewed Safety Questions
DOE 5480.22           1&2	Technical Safety Requirements
DOE 5480.23           1	Nuclear Safety Analysis Reports
CRD O 470.1 (Supplemented Draft)	Safeguards and Security Corrective Action Management System
RLID 470.2	Facility Approval and Registration of Activities
RLID 1210.1	Hanford Visitor Policies and Procedures
RLID 5633.3	Control and Accountability of Nuclear Materials at RL

Changed:

DOE N 473.6	Security Conditions
CRD M 473.2-2 (Supp Rev 0)	Protective Force Program Manual
	Now read
CRD N 473.6	Security Conditions
CRD M 473.2-2 (Supp Rev 0a)	Protective Force Program Manual

Added:

CRD O 425.1B (Supp Rev 1)	Startup and Restart of Nuclear Facilities
CRD O 433.1	Maintenance Management Program for DOE Nuclear Facilities
CRD O 474.1A	Control and Accountability of Nuclear Materials
CRD O 534.1A (Supp Rev 0)	Accounting
CRD O 470.1 Chg 1 (Supp Rev 1)	Safeguards and Security Program
CRD O 481.1B (Supp Rev 0)	Work for Others (Non Department of Energy Funded Work)

2. Contract Section J, Appendix I, Small Business Subcontracting Plan, is updated. This update incorporates the Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan (Revision January 3, 2002) for Fiscal Year 2002, copy attached.

## REPORT REQUIREMENTS

The following are reports required of the Contractor. This list is not complete and is subject to change at the discretion of the Contracting Officer or delegated Representative. The distribution list will be determined by the Contracting Officer. Also, the content and format requirements will be determined by the Contracting Officer.

<u>Report Name</u>	<u>Frequency</u>
Management and Integration Plan (Now HNF-MP-001)	Y
Work Breakdown Structure (WBS)(Through HANDI)	Y,C
WBS Description (MYWPs fed from Hanford Site Technical Document)	Y,C
Richland Operations Summary Schedule (RLSS)	Y,C
Contractor Integrated Priority List	Y,A
Environmental Management Performance Report	M
Project Execution Module (PEM)	M
Contract Funds Status Report	M
Financial Statements Narrative and Footnote Analysis (Electronic data files/narratives)	Y
Depreciation Charges	M
Disclosure Statement	Y
Cost Accounting System Change Reports	A
Functional Cost Report	A
FIVRS Cost Estimating reports	A
Report of Compensation	S
Report of Contractor Hours and Earnings	S
Report of Contractors Expenditures for Supplementary Compensation	S
Monthly Invoice	M
Deferred and Annual Maintenance Cost Data	A
Pension Plan Actuarial Data	Y
Utilization and Disposal of Excess & Surplus Personal Property	Y
Negotiated Sales Report (Property)	Y
Personal Property Furnished to Non-Federal Recipients	Y
Physical Inventory Report	Y

### FREQUENCY CODES:

A - As Required	Q - Quarterly
C - Change to Contractual Agreement	S - Semi-Annually
F - Final (end of effort)	Y - Yearly or Upon Renewal of Contractual Agreement
M - Monthly	O - Once After Awards

Contractor agrees to plan and perform the work under this contract in accordance with DOE direction concerning implementation of the TPA and achievement of current and future milestones in the TPA.

#### **H.5 RESPONSIBLE CORPORATE OFFICIAL**

The Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor President and Chief Executive Officer who is accountable for the performance of the Contractor. Should the responsible corporate official change during the period of the contract, the Contractor shall promptly notify the Government of the change in the individual to contact.

Name: Ron Hanson

Position: President, DOE Programs

Company: Fluor Federal Services

#### **H.6 THIRD PARTIES**

Nothing contained in this Contract or its amendments shall be construed to grant, vest, or create any rights in any person not a party to this Contract. This provision is not intended to limit or impair the rights which any person may have under applicable Federal Statutes.

#### **H.7 GUARANTEE OF PERFORMANCE**

The Contractor or the Contractor's parent organization(s) has (have) provided a Performance Guarantee Agreement in a manner and form acceptable to the Contracting Officer assuring the performance, duties, and responsibilities of the Contractor, including repayment of unearned provisional fee, will be satisfactorily fulfilled. The Performance Guarantee Agreement dated December 21, 2000 is incorporated herein by reference and made part of this Contract.

#### **H.8 ENVIRONMENTAL RESPONSIBILITY**

##### **A. General**

Contractor is required to comply with all environmental laws, regulations, and procedures applicable to the work being performed under this Contract. This includes, but is not limited to, compliance with applicable Federal, State and local laws and regulations, interagency agreements such as the Hanford Federal Facility Agreement and Consent

## **H.18 SUBCONTRACTOR ENVIRONMENT, SAFETY, QUALITY, AND HEALTH REQUIREMENTS**

- (a) The U.S. Department of Energy (DOE) and the Contractor are committed to zero accidents on the PHMC work. To that end the Contractor is required to manage the performance of subcontractors to ensure acceptable Environmental, Safety, Quality, and Health (ESQ&H) performance. The level of ESQ&H requirements should be commensurate with the risk and complexity of work subcontracted. The ESQ&H requirements shall be flowed-down to the lowest tier subcontractor performing work on the Hanford site commensurate with the risk and complexity of the work. The Contractor shall have a method to evaluate and manage subcontractor's ESQ&H performance. Such a method for subcontractor evaluation will include elements for pre-qualification, periodic onsite evaluation, and the ability to stop work, or penalize subcontractor for failure to meet contractual ESQ&H performance. These elements may include evaluation of the subcontractor's injury statistics, workers compensation data, regulatory fines and penalties, written ESQ&H programs, past work references, onsite evaluations, etc., as appropriate for the work to be performed on the Hanford site.

## H.19 ASSIGNMENT OF SUBCONTRACTS

The Government reserves the right to direct the Contractor to assign to the Government or another Contractor any subcontract awarded under this contract, including lower-tier subcontracts. This clause is required as a flow-down clause in all subcontracts.

## H.20 INFORMATION

### A. Management of Information Resources

The Contractor shall design and implement Information Resources Management (IRM) capabilities for the Hanford Site in accordance with the Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources.

### B. Release of Information

- (1) Working with the RL Office of Intergovernmental, Public & Institutional Affairs (IPI) and the Records Manager when appropriate, the Contractor shall be responsible for developing, planning, and coordinating proactive approaches



#### **H.47 WORKERS' COMPENSATION**

Pursuant to State of Washington Revised Code (RCW) Title 51, the Department of Energy (DOE), Richland Operations Office (RL) is a group self-insurer for purposes of workers' compensation coverage. The coverage afforded by the workers' compensation statutes shall, for performance of work under this contract, including work of pre-selected subcontractors, be subject to the following:

- A. The terms of a Memorandum of Understanding (MOU) with the Washington Department of Labor and Industries (L&I) by which DOE has agreed to perform all functions required of self-insurers in the State of Washington. While this MOU is in effect, the Contractor is not required to pay for workers' compensation coverage or benefits except as otherwise provided below or as directed by the Contracting Officer.
- B. The Contractor shall submit to DOE (or other party as designated by the Contracting Officer for transmittal to the L & I) such payroll records required by the workers' compensation laws of the State of Washington.
- C. The Contractor shall submit to DOE (or other party as designated by the Contracting Officer), for transmittal to L&I, the accident reports provided for by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE or the L&I pursuant to the workers' compensation laws of the State of Washington.
- D. The Contractor shall take such action, and only such action, as DOE (or other party as designated by the Contracting Officer) requests in connection with any accident reports, including assistance in the investigation and disposition of any claim thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- E. The Contractor shall be responsible for making all payments and submitting all reports required by RCW Title 51, Section 51.32.073.

#### **H.48 AGREEMENT REGARDING PROPOSED CLAUSES**

This contract modification includes clauses which have not been finalized through the formal rule making process. The Department of Energy anticipates promulgation of formal clauses, or revisions to the clauses, contained in this contract modification prior to, or shortly after, the effective date of this modification. Subsequent to such promulgation, the Contractor agrees to negotiate, in good faith, the substitution of these revised clauses for the corresponding existing contract Clauses. Absent material changes to the above clauses in the Final Rule(s)

**PART III - LIST OF DOCUMENTS  
EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**APPENDIX C**

**DOE DIRECTIVES**

Federal Regulations and applicable Washington Administrative Code (e.g., WAC 173-303) governing DOE activities, and the following Directives are applicable to work and activities conducted/accomplished by Contractors at the Hanford Site. In addition, the Environment, Safety, and Health (ES&H) Directives below may be supplemented and specific facility or work activity/project applicability determined using an integrated approach to identification of safety requirements such as the Standards/Requirements Identification Document (S/RID) process. This tailored set of requirements supplements and is consistent with the list of ES&H requirements below, and is the ES&H directive/requirements set applicable to the facility, work/activity or project. S/RID requirements will be updated by FH based on contract and regulatory requirement changes.

The Contractor and RL will continue to work cooperatively in reviewing DOE Directives evaluating them for value added, efficiency of operations, redundancy with other laws and regulations and conflict with Fluor Corporate and best commercial practices. Directives proposed for inclusion in the future per implementation of the RL RIMS will be assessed and will include, as appropriate, requests for elimination or waivers and/or Baseline Change Requests, as necessary.

**DOE ORDERS AND NOTICES**

<u>ORDER NUMBER</u>	<u>CHANGES</u>	<u>TITLE</u>
CRD O 130.1		Budget Formulation
CRD M 140.1-1B		Interface with the Defense Nuclear Facilities Safety Board
DOE N 142.1		Unclassified Foreign Visits and Assignments
CRD O 151.1A		Comprehensive Emergency Management System
DOE M 200.1-1		Telecommunications Security Manual (Except Chapter 2)
CRD N 205.2		Foreign National Access to DOE Cyber Systems
CRD N 205.3		Password Generation, Protection, and Use
CRD O 221.1		Reporting Fraud, Waste, and Abuse to the Office of Inspector General

CRD O 221.2		Cooperation With the Office of the Inspector General
CRD O 224.1		Contractor Performance-Based Business Management Process
CRD O 225.1A		Accident Investigations
CRD O 231.1	2	Environment, Safety, and Health Reporting
CRD O 232.1A		Occurrence Reporting and Processing of Operations Information
DOE M 232.1-1A		Occurrence Reporting and Processing of Operations Information
CRD O 241.1		Scientific and Technical Information Management
CRD O 251.1A		Directives System Order
CRD O 350.1	1	Contractor Human Resources Management Programs
CRD O 413.1		Management Control Program
CRD O 414.1A		Quality Assurance
CRD O 420.1	2	Facility Safety
CRD O 430.1A		Life Cycle Asset Management
DOE O 430.2		In-House Energy Management
CRD O 433.1		Maintenance Management Program for DOE Nuclear Facilities
CRD O 440.1A		Worker Protection Management for DOE Federal and Contractor Employees
CRD O 440.2	1&2	Aviation
CRD N 450.4		Responsibilities for Executive Order 13148, Greening the Government Through Leadership in Environmental Management
CRD O 460.1A		Packaging and Transportation Safety
CRD O 460.2	1	Departmental Materials Transportation and Packaging Management
CRD O 461.1		Packaging and Transfer or Transportation of Materials of National Security Interest
CRD N 470.2		Unofficial Foreign Travel
CRD O 470.2A		Security and Emergency Management Independent Oversight and Performance Assurance Program
DOE M 471.1-1		Identification and Protection of Unclassified Controlled Nuclear Information Manual
CRD O 471.2A		Information Security Program
CRD M 471.2-1B		Classified Matter Protection and Control Manual (Only Chapter III, Paragraphs 1 and 2, and Chapter IV are applicable)
CRD M 471.2-2		Classified Information Systems Security Manual
CRD O 472.1B		Personnel Security Activities
CRD O 473.2		Protective Force Program
CRD N 473.4		DOE Badges
CRD N 473.6		Security Conditions

DOE M 474.1-1		Manual for Control and Accountability of Nuclear Materials
CRD O 474.1A		Control and Accountability of Nuclear Materials
CRD M 474.1-2	2	Nuclear Materials Management and Safeguards System Reporting and Data Submission
CRD M 475.1-1A		Identifying Classified Information
DOE 1230.2		American Indian Tribal Government Policy
DOE 1270.2B		Safeguards Agreement with the International Atomic Energy Agency
DOE 1340.1B		Management of Public Communications Publications and Scientific, Technical and Engineering Publications
DOE 1350.1	1	Audiovisual and Exhibits Management
DOE 1450.4		Consensual Listening-In To Or Recording Telephone/Radio Conversations
DOE 2110.1A	1&2	Pricing of Departmental Materials and Services
DOE 5400.1	1	General Environmental Protection Program
DOE 5400.5	1&2	Radiation Protection of the Public and the Environment
DOE 5480.19	1	Conduct of Operations Requirements for DOE Facilities
CRD 5480.20A		Personnel Selection, Qualifications, and Training Requirements for DOE Nuclear Facilities
DOE 5530.3	1	Radiological Assistance Program
DOE 5610.2	1	Control of Weapon Data
DOE 5632.1C		Protection and Control of Safeguards and Security Interests
DOE M 5632.1C-1	1	Manual for Protection and Control of Safeguards and Security Interests (Except Chapter III, paragraphs 1, 2, and 4 through 9)
DOE 6430.1A		General Design Criteria
DOE/RW-0333P	Rev. 8	Quality Assurance Requirements and Descriptions

#### STANDARDS/REQUIREMENTS IDENTIFICATION DOCUMENT

DOC. NUMBER	TITLE
HNF-8663	Fluor Hanford Requirements Management

## RL TAILORED CONTRACTOR REQUIREMENTS DOCUMENTS

DOC. NUMBER	TITLE
CRD O 110.3 (Supp 5/8/00)	Conference Management
CRD M 200.1-1 Chapter 9 (Supp Rev 0)	Public Key Cryptography and Key Management
CRD 205.1 (Supp Rev 0)	Unclassified Cyber Security Program
HFID 232.1B	Notification, Reporting and Processing of Operations Information
CRD O 252.1 (Supp Rev 0)	Technical Standards Program
RLID 420.1	Fire Protection
CRD O 425.1B (Supp Rev 1)	Startup and Restart of Nuclear Facilities
CRD O 435.1 Chg 1 (Supp Rev 0)	Radioactive Waste Management
RLM 440.2	Aviation Manual
RLID 440.3	Regulatory Access Requirements and Implementing Directive
CRD O 442.1A (Supp Rev 0)	Department of Energy Employee Concerns Program
CRD O 470.1 Chg 1 (Supp Rev 1)	Safeguards and Security Program
CRD O 471.1A (Supp Rev 0)	Identification and Protection of Unclassified Controlled Nuclear Material
RLID 471.2B	Information Security Program
CRD M 471.2-1C (Supp Rev 0)	Classified Matter Protection and Control Manual
CRD N 471.3 (Supp Rev 0)	Reporting Incidents of Security Concern
RLID 473.1	Protection of Safeguards and Security Interests
RLID 473.2	Hanford Site Access Eligibility
CRD M 473.2-1 Chg 1 (Supp Rev 0)	Firearms Qualification Courses Manual
CRD M 473.2-2 (Supp Rev 0a)	Protective Force Program Manual
CRD O 481.1B (Supp Rev 0)	Work for Others (Non Department of Energy Funded Work)
CRD O 534.1A (Supp Rev 0)	Accounting
CRD O 551.1A (Supp Rev 0)	Official Foreign Travel
RLID 5630.3A	Protection of Hanford Facilities against Radiological and Toxicological Sabotage
DOE/RL-91-31 4	Hanford Site Waste Minimization and Pollution Awareness Program Plan
DOE/RL-94-02	Hanford Emergency Management Plan
DOE/RL-92-36	Hanford Site Hoisting and Rigging Manual
DOE/RL-94-125	Federal Building Self Protection Plan
DOE-RL-SOD-INST L&T.001 2	Hanford Site Lockout/Tagout Program
DOE/RL-96-68 2	Hanford Analytical Services Quality Assurance Requirements Document
DOE-0223	RL Emergency Implementing Procedures
DOE/RL-2002-12	Hanford Radiological Health and Safety Document

DOE/RL-2002-12

Hanford Radiological Health and Safety Document

## MEMORANDA OF UNDERSTANDING

State of Washington  
State of Oregon  
Benton County  
Franklin County  
Grant County  
Energy Northwest  
Energy Northwest and Hanford Environmental Health Foundation  
Siemens Power Corporation  
Siemens Power Corporation and Hanford Environmental Health Foundation  
Allied Technology Group and Hanford Environmental Health Foundation  
National Weather Service  
Our Lady of Lourdes Hospital  
Kadlec Medical Center  
Kennewick General Hospital  
Tri-County Mutual Aid Agreement  
Mutual Law Enforcement Assistance  
(with Richland, West Richland, Pasco, and Kennewick Police Departments; Benton, Franklin, Adams, and Grant County Sheriffs; and Washington State Patrol)  
U.S. Department of Interior, Fish and Wildlife Service

**PART III - LIST OF DOCUMENTS  
EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**APPENDIX I**

**SMALL, SMALL HUBZONE, SMALL DISADVANTAGED AND WOMAN-  
OWNED SMALL BUSINESS SUBCONTRACTING PLAN FOR FY 2002**

**(Revision January 3, 2002)**

**(consisting of six pages including this cover page)**

**Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Woman-Owned Small Business  
Subcontracting Plan**

1. Name of Prime Contractor: Fluor Hanford, Inc.  
Address: Post Office Box 1000, MSIN H7-02  
Richland, Washington 99352
2. Contract of Solicitation No.: DE-AC06-96RL13200  
  
Total Amount of Contract: \$7.58 Billion  
Period of Performance: October 1, 2001 through September 30, 2006  
Place of Performance: Richland, WA

Description of Contract Requirements: Fluor Hanford, Inc. (FH) shall provide all materials, supplies, services and transportation necessary to perform the Statement of Work as Management Contractor for DOE, Richland Operations Office.

Items 3 through 7 are based on FY02 dollars only. The 23% is based on \$665<sup>1</sup> million of FH cost for FY02.

3. Total amount of planned subcontracting: \$155,000,000  
  
Percentage of total amount of contract: 23%
4. Total planned for subcontracting to Small Business \$77,500,000  
(Small Business) (Including item 5, 6, 7 and 8 below):  
  
Percentage of total amount of planned subcontracting: 50%
5. Total planned for subcontracting to Small Disadvantaged Business (part of item 4): \$9,300,000  
  
Percentage of total amount of planned subcontracting: (part of item 4) 6%
6. Total planned for subcontracting to HUBZone Small Business (part of item 4): \$3,100,000  
  
Percentage of total amount of planned Subcontracting: (part of item 4) 2%
7. Total planned for subcontracting to Woman-Owned Small Business (part of item 4) \$12,400,000  
  
Percentage of total amount of planned subcontracting: (part of item 4) 8%

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<sup>1</sup> Excludes goal and base dollars associated with RL Directed. Non-Defense and Environmental Restoration work, affiliate work issued as an interdivisional transfer at cost and other DOE Government Contractors, including National Labs.



8. Total planned for subcontracting to Disabled Veteran-Owned Small Business (part of item 4) \$465,000  
 Percentage of total amount of planned subcontracting: (part of item 4) 0.3%

9. Items to be subcontracted under this contract and the types of businesses supplying them are: (Check all that apply)

Subcontracting Items	Large Business	SB	SDB	HUBZone	Disabled Veteran	WOSB
Office Supplies	X	X	X	TBD	TBD	X
Janitorial Supplies		X	X	TBD	TBD	X
Office Equipment		X	X	TBD	TBD	X
Temporary Empl. Services	X	X	X	TBD	TBD	X
A/E Services	X	X	X			
Lab Services	X	X		TBD		
Safety Equipment	X	X	X	TBD	TBD	X
Fuels		X	X	TBD		
Operating Materials	X	X	X	TBD	TBD	X
Real Estate	X	X				
Miscellaneous Services	X	X	X	TBD	TBD	X

10. The method used to develop the subcontracting goals for Small, Small HUBZone, Small Disadvantaged, Disabled Veteran and Woman-Owned Small Business concerns is described as follows:

In formulating the goals for Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Woman-Owned Small Business concerns for FY 2002, FH utilized current guidance from the U. S. Department of

Energy Richland Operations Office. FH used historical data from actual accomplishments for FY 2001. In addition, the following were considered:

- FH believes these goals are achievable based on historical data and what we see as the opportunity and condition of the supplier community. However, we recognize DOE-RL may choose to flow down mandated goals for HUBZone and Disabled Veteran-Owned Goals, and FH will do their best in making a good faith effort to achieve these goals.
- These goals are based on current SBA certification requirements.
- The unavailability of HUBZone and Disabled Veteran Small Businesses for the projected needs of FH in FY 2002.

11. The method used to identify potential sources for solicitation purposes is as follows:

Existing company source lists; Small Business Administration including regional and Headquarters; Pro-Net; small, small HUBZone, Small Disadvantaged, Disabled Veteran, woman-owned Small Business concerns trade associations; Trade Fairs; conferences/conventions; and workshops.

12. Indirect costs are ☐ are not ☒ included in the above goals (*check one*).

13. The following individual will administer the subcontracting program:

Name: Catherine Pearsall  
Title: Small Business Liaison, Supplier Advocacy Office  
Address: P.O. Box 1000, MSIN H7-02  
Richland, Washington 99352  
Telephone: (509) 376-4697


This individual's specific duties as they relate to the firm's subcontracting program are as follows:

- a. Ensuring, in the project's acquisition of goods and services, that Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Women-Owned Small Business concerns are provided the maximum opportunity practicable to compete for subcontracted work and purchased materials.
- b. Ensuring the establishment and maintenance of records of the total dollar value of solicitations and awards to Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Women-Owned Small Business concerns, large business concerns and total solicitations and awards.
- c. Preparing and submitting semi-annual reports (SF294) on direct procurements to the contracting officer.
- d. Developing and maintaining source files (Pro-Net and others) of Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Women-Owned Small Business concerns for use by the project in preparing bidders lists for solicitations of direct and indirect goods and services.
- e. Participating or ensuring participation of company representatives in Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Women-Owned Small Business trade associations, seminars, and business opportunity workshops and outreach programs.
- f. Conducting or arranging for conduct of instructional and motivational workshops for procurement and contracts personnel and others in the duties and methods of enhancing the participation of Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Women-Owned Small Business firms in Project Hanford's acquisitions.

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- g. Coordinating project activities during conduct of compliance reviews by federal agencies.
  - h. Cooperating in any studies or surveys or submission of reports (in addition to those in Item C, above) as may be required by the Department of Energy or the Small Business Administration.
  - i. Establishing and maintaining adequate records of the above activities to document compliance with this subcontracting plan.
  - j. Assisting in implementing a procurement system, which uses the information highway to expand access by Small, Small Disadvantaged, Women-Owned Small Business concerns to the procurement process.
14. The following efforts will be made to assure that Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Woman-Owned Small Business concerns will have an equitable opportunity to compete for subcontracts.
- a. Identify potential projects or portion of projects that can be performed by Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Woman-Owned Small Business concerns.
  - b. Include Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Woman-Owned Small Business concerns in Request for Quotes where such concerns are known to exist and are qualified to supply the items or services being procured.
  - c. Assist Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Woman-Owned Small Business concerns with mentoring through the Supplier Advocacy Office, Small Business Liaison.
  - d. Arrange bid solicitation; time for preparation of proposals, quantities, specifications and delivery schedules to facilitate participation.
  - e. Provide training for Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Woman-Owned Small Business concerns in doing business with the PHMC (Project Hanford Management Contract).
15. The clause entitled "Utilization of Small Business Concerns" will be included in all subcontracts that offer further subcontracting opportunities and all subcontractors (except Small Business concerns) who receive subcontracts in excess of \$500,000 (*\$1,000,000 for construction of any public facility*) will be required to adopt a plan similar to the plan agreed to by the offeror.
16. The contractor will cooperate in any studies or surveys as may be required; submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan; submit Standard Form 294, "Subcontracting Report for Individual Contracts," and Standard Form 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and ensure that its subcontractors agree to submit Standard Forms 294 and 295.
17. The following types of records will be maintained to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Woman-Owned Small Business concerns and award subcontracts to them. The records shall include at least the following (*on a plant-wide or company-wide basis, unless otherwise indicated*):

- a. Source lists, guides and other data that identify Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Woman-Owned Small Business concerns.
- b. Organizations contacted in an attempt to locate sources that are Small, Small HUBZone, Small Disadvantaged, or Woman-Owned Small Business concerns.
- c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (1) whether Small Business concerns were solicited and if not, why not, (2) whether Small HUBZone Business concerns were solicited and if not, why not, (3) whether Small Disadvantaged Business concerns were solicited and if not, why not, (4) whether Woman-Owned Small Business concerns were solicited and if not, why not, and (5) if applicable, the reason award was not made to a Small Business concern.
- d. Records of any outreach efforts to contact (1) trade associations, (2) business development organizations, and (3) conferences and trade fairs to locate Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Woman-Owned Small Business sources.
- e. Records of internal guidance and encouragement provided to buyers through (1) workshops, seminars, training, etc., and (2) monitoring performance to evaluate compliance with the program's requirements.
- f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address and business size of each subcontractor. *(Contractors having company or division-wide annual plans need not comply with this requirement.)*

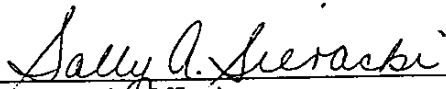
Plan Submitted by:

  
Catherine Pearsall, Small Business Liaison, Supplier Advocacy Office

Date:

1-3-02

Plan Accepted by:

  
(Contracting Officer)

Date:

3 Jan 02